

FULL AND FINAL RELEASE OF ALL  
CLAIMS AND INDEMNITY AGREEMENT

In consideration for the payment of Thirteen Thousand dollars (\$13,000.00), the receipt and sufficiency of which is hereby acknowledged, Patrick F. Gallegos (*hereinafter* referred to as Releasor), does hereby forever release, acquit and discharge the State of New Mexico, the Administrative Office of the Courts and the New Mexico Department of Public Safety (*hereinafter* referred to as Releasees), and their present, future and former principals, agents, servants, employees, successors, assigns and insurers, and any other persons, firms or corporations, whether acting in concert with them or not, of and from any and all causes of action, and claims of whatever kind or nature which Releasor, had or might have to date against Releasees, including any entitlement to attorneys' fees and costs pursuant to federal or state law, involving injuries to person or property, or both, whether known or unknown and whether developed or undeveloped, arising out of or resulting from or in any way attributable in whole or in part the facts, circumstances, events and incidents complained of in the Tort Claim Notice, submitted to the State of New Mexico Risk Management Division dated February 28, 2013.

Releasor hereby acknowledges full settlement and satisfaction of any and all claims of whatever kind and character which has, or may have had against the Releasees resulting from or arising out of the incidents referred to in Releasor's Tort Claim Notice dated February 28, 2013. Releasor further understands and agrees that Releasees, by agreeing to this compromise and settlement, do not admit any liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversy and/or claims against Releasees, of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the incidents or matters described herein. Thus, Releasor further understands and agrees that this settlement is not and cannot be construed as an admission of liability or as evidence of liability, of any nature whatsoever, on the behalf of the Releasees. Releasor further understands that no representation of fact or opinion has been made by Releasees or by anyone on their behalf to induce this settlement, and that Releasees have made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

Releasor expressly represents and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by him or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by him as a result of the aforesaid incidents are included in the consideration paid for in this Release, including any entitlement to attorneys' fees and costs pursuant to federal or state law and that no further claims, of any kind, which have accrued to date can or will be made against Releasees. Releasor does hereby declare and represent that in making this Full and Final Release of All Claims and Indemnification Agreement, it is understood and agreed that he relied wholly on his own judgment, belief and knowledge of the nature of the damages suffered by him, as well as the liability questions involved, and that he has not been influenced to any extent whatsoever in making this Release in Full and Indemnification Agreement by any representations or statements regarding any of the claims for damages by the Releasees or the persons, firms and corporations hereby released or any person representing or acting for them.

Releasor further understands and agrees that the claims herein released specifically

include all claims asserted or which could have been asserted in Releasor's Tort Claim Notice dated February 28, 2013, including any and all claims for physical and psychological/emotional injury, loss of property, loss of consortium and attorneys' fees and costs pursuant to federal and state law.

Releasor's signature below serves as Relasor's affirmative statement of fact that there are no facts or circumstances which would support a claim for loss of consortium which could have been asserted in relation to Releasor's Tort Claim Notice dated February 28, 2013.

In consideration of the payment of the sum recited herein, it is agreed that Releasor will cause said action and all claims therein asserted on his behalf to be forever barred and discharged.

Releasor further understands and agrees that this instrument will constitute a complete and final discharge of any and all claims that Releasor has or may have against Releasees for damages to the person or property of Releasors, including but not limited to damages for personal injury, for past, present and future mental and physical anguish, pain

and suffering, if any; for past, present and future loss of earnings and earning capacity, if any; for past, present and future physical and mental impairment or disability, if any; loss of property, if any; for punitive or exemplary damages; loss of consortium; for interest, costs, and attorney's fees; and for any other claims that Releasor has or may have resulting from or arising out of the incidents referred to in Releasor's Tort Claim Notice dated February 28, 2013.

As a further consideration and inducement for this compromise settlement, Releasor agrees to indemnify, defend, and to hold Releasees harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Releasor, or on behalf of Releasor, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of or in any way arising out of the aforesaid injuries or damages, in any way arising directly or indirectly from events, incidents, or occurrences referenced herein. It is the intent of Releasor that this indemnity agreement shall include indemnification to the Releasees for any and all judgments, awards, settlements, costs,

attorney fees, or expenses, of whatever nature, it being the intent of Releasor to completely and fully terminate any exposure of liability on the part of Releasees for any claim that Releasor may have against them.

Releasor agrees that he will satisfy any and all claims for payments and liens arising out of the subject matter of this lawsuit from the proceeds of this Settlement, including but not limited to medical liens, hospital liens, claims made by any public or private health insurers, any federal or state Medicare or Medicaid claims, workers' compensation liens, and attorney liens from current attorneys and former attorneys who have been retained or who hold a lien on this case, and any and all other liens or subrogation rights of any kind which may have accrued as a result of medical care, hospital care, physical therapy, counseling or any other medical care of treatment rendered to the undersigned.

Releasor agrees to defend, protect, indemnify and save and hold harmless the Releasees and their respective heirs, executors, administrators, agents, assigns, successors, servants, employees, directors, officers, related corporate entities, and insurers,

if any person, firm, corporation or other entity shall assert or attempt to assert any claim for contribution or indemnification arising from any actual or claimed lien or subrogation right or any claim of interest in or entitlement to all or a part of any of the proceeds of this Settlement Agreement.

Releasor understands and agrees that Releasor alone is responsible for any and all past or outstanding bills or debts of whatever nature arising out of the incidents or events more particularly described in this Release and that Releasor alone is responsible for the proper disbursement of the funds paid to Releasor as may be required by applicable law and expressly releases Releasees from any and all obligations in this regard.

Releasor further, certifies that he is informed of the provisions of NMSA Sec. 41-1-1 (1978) and that he is relying on his own judgment in signing this Agreement and Release.

PATRICK F. GALLEGOS HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

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PATRICK F. GALLEGOS

DATE

STATE OF NEW MEXICO            )  
                                                  ) ss.  
COUNTY OF SANTA FE            )

          This Full and Final Release of All Claims and Indemnity Agreement was  
  
acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by

Notary Public

My Commission Expires:

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